

In Re:  
Randy A Srp,

Debtor,

Case No. 03-48283  
Chapter 13 Case

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY**

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TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 14, 2004 at 2:00 PM o'clock, in Courtroom No. 8 West, at the United States Courthouse, 300 South Fourth St, Minneapolis, MN.
3. Any response to this motion must be filed and delivered not later than October 8, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 4, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on November 26, 2003. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2001 Ford Ranger Supercab 4WD truck (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtor is delinquent under the terms of the original contract with Movant and under the Chapter 13 Plan.
7. Movant gives notice that it may, if necessary, call the person who signed the verification to this motion, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

**WHEREFORE**, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, and such other relief as may be just and equitable.

Dated: September 23, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBLIC  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEB

SRP RANDY ALLEN  
22417 E BETHEL BLVD  
CEDAR MN 55011

St. Paul, MN

GHM950

1ST SECURED PARTY

**LIEN HOLDER**

01 Year	FORD Make	PSRNG Model	K2900N708 Title NR.
1FTZR15U71PA09124 VIN		07/27/01 Security Date	NO Rebuilt

RETAIN THIS DOCUMENT - See reverse  
side of this form for removing this lien.

FORD MOTOR CREDIT CO C-O ASG  
PO BOX 105704  
ATLANTA GA 30348-5704

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**EXHIBIT A**

# MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 07/27/2001

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

RANDY ALLEN SRP  
22417 E. BETHEL BLVD. CEDAR ANOKA MN 55011

CREDITOR (Seller Name and Address)

RITCHART FORD MERCURY INC.  
2440 SOUTH MAIN STREET  
CAMBRIDGE MN 55008

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2001 FORD	RANGER		1FTZR15U71PA09124	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial
Trade-in		Year and Make	Gross Allowance	Amount Owning	
N/A			N/A	N/A	

## ITEMIZATION OF AMOUNT FINANCED

- Cash Price ..... \$ 19063.32 (1)
- Down Payment  
Manufacturer's Rebate Assigned to Creditor ..... \$ N/A  
Cash Down Payment ..... \$ N/A  
Trade-in (description above) ..... \$ N/A  
Total Down Payment ..... \$ N/A (2)
- Unpaid Balance of Cash Price (1 minus 2) ..... \$ 19063.32 (3)
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)  
To Public Officials  
(i) for license, title & registration fees \$ 283.50 ;  
(ii) for filing fees \$ 7.00 ;  
(iii) for taxes (not in Cash Price) \$ 1239.12  
Total ..... \$ 1529.62  
To Insurance Companies for:  
Credit Life Insurance ..... \$ N/A  
Credit Disability Insurance ..... \$ N/A  
N/A ..... \$ N/A  
To DEALER for DOC FEE ..... \$ 25.00  
To ..... for ..... \$ N/A  
To N/A for N/A ..... \$ N/A  
Total ..... \$ 1554.62 (4)
- Amount Financed (3 plus 4) ..... \$ 20617.94 (5)

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment
11.90 %	\$ 6973.66	\$ 20617.94	\$ 27591.60	\$ 27591.60

Payment Schedule —	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 459.86	monthly starting
	1 final	\$ 459.86	09/10/01

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER:

*Randy Srp*

CO-BUYER:

## NOTICE TO BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You acknowledge receipt of a true and completely filled in copy of this contract, signed by both yourself and the seller, at the time of signing.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Buyer Signs

*Randy Srp*

(Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assigned is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

QUESTIONS?

Ford Credit

EXHIBIT B

# ADDITIONAL AGREEMENTS

**A. Payments:** You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

**B. Security Interest:** You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

**C. Use of Vehicle — Warranties:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

**D. Insurance:** You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. **Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.**

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

**E. Late Payments:** You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth below if there is any default.

**F. Default:** You will be in default if:

1. You do not to make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one if filed against you; or
5. You do not to keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

**G. General:** To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

## FTC NOTICES

**NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.\***

**Used Motor Vehicle Buyers Guide.** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**\*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.**

## GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor \_\_\_\_\_ Address \_\_\_\_\_  
Guarantor \_\_\_\_\_ Address \_\_\_\_\_

FC 17622-SI Oct 00 (Previous editions may NOT be used.)



FC 17622-SI OCT 00

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
125	Deduct W/out Pwr Locks		125	125	2001 F250 SUPER DUTY-3/4 Ton-V8 MC: III				
175	Deduct W/out Pwr Wind		175	175	13475	Styleside XL 8'	F20*	12150	16075
125	Deduct W/out Tilt		125	125	16375	Supercab XL 6 3/4'	X20*	14750	19150
	*Std. Traveler				16475	Supercab XL 8'	X20*	14850	19250
2001 EXCURSION-3/4 Ton-V10 MC: IV					18075	Crew Cab XL 6 3/4'	W20*	16275	21100
17575	Utility XLT	U40	15825	20575	18175	Crew Cab XL 8'	W20*	16375	21200
19325	Utility Limited	U42	17400	22425	2001 F350 SUPER DUTY-1 Ton-V8 MC: III				
19475	Utility XLT 4WD	U41	17550	22600	14425	Styleside XL 8'	F30*	13000	17700
21225	Utility Limited 4WD	U43	19125	24450	17325	Supercab XL 6 3/4'	X30*	15600	20925
3200	Add 7.3L T-Diesel Eng		3200	3425	17425	Supercab XL 8'	X30*	15700	21025
450	Add Rear Entertainment Sys		450	500	19025	Crew Cab XL 6 3/4'	W30*	17125	22750
75	Add Theft Recovery System		75	100	19125	Crew Cab XL 8'	W30*	17225	22850
575	Deduct 5.4L V8 Eng		575	575		F SERIES PICKUP OPTIONS			
450	Deduct W/out Leather		450	450	1250	Add Lariat Trim (XL)		1250	1400
200	Deduct W/out Pwr Seat		200	200	700	Add XLT Trim (XL)		700	800
2001 RANGER-1/2 Ton-V6 MC: II					2525	Add 4 Wheel Drive		2525	2750
6225	Styleside	R10*	5625	8125	575	Add 6.8L V10 Eng		575	650
6325	Styleside LB	R10	5700	8225	3575	Add 7.3L T-Diesel Eng		3575	3800
6625	Flareside	R10*	5975	8550	850	Add 7000 Payload Pkg (F150)		850	950
8650	Style Supercab 2D	R14*	7800	10775	250	Add Alum/Alloy Wheels		250	300
9175	Style Supercab 4D	R14*	8275	11350		(Std. S-Crew, Lightning)			
9050	Flare Supercab 2D	R14*	8150	11225	125	Add CD (Std. S-Crew, Light)		125	150
9575	Flare Supercab 4D	R14*	8625	11775	625	Add Dual Rear Whls		625	700
675	Add Edge Trim		675	750	400	Add Leather Seats		400	450
575	Add XLT Trim		575	650	175	Add Power Seat		175	200
2575	Add 4 Wheel Drive		2575	2800	550	Add Power Sunroof		550	625
200	Add Alum/Alloy Wheels		200	225	450	Add Rear Entertainment Sys		450	500
100	Add CD Player		100	125	75	Add Theft Recovery System		75	100
150	Add Cruise Control		150	175	675	Deduct V6 Eng		675	675
100	Add Power Door Locks		100	125	625	Deduct W/out Air Cond		625	625
150	Add Power Windows		150	175	525	Deduct W/out AT		525	525
75	Add Theft Recovery System		75	100	175	Deduct W/out Cruise		175	175
100	Add Tilt Wheel		100	125	125	Deduct W/out Tilt		125	125
625	Deduct 4 Cyl Eng		625	625		*Std. Light, S-Crew Lariat/K-Ranch/Harley			
575	Deduct W/out Air Cond		575	575	FORD				
475	Deduct W/out AT		475	475	2000 EXPEDITION-1/2 Ton-V8 MC: IV				
2001 F150-1/2 Ton-V8 MC: III					14900	Utility XLT	U15	13425	17575
8475	Style "WS" 6 3/4'	F17*	7650	10600	16700	Utility XLT 4WD	U16	15050	19500
8575	Style "WS" 8'	F17*	7725	10700	17100	Eddie Bauer	U17	15400	20050
9875	Styleside XL 6 3/4'	F17*	8900	12100	18900	Eddie Bauer 4WD	U18	17025	21975
9975	Styleside XL 8'	F17*	9000	12225	125	Add CD (Std. Eddie Bauer)		125	150
10475	Flareside XL 6 3/4'	F07*	9450	12750	550	Add Power Sunroof		550	625
22575	Lightning 6 3/4'	F073	20325	25900	275	Add Rear Air Cond		275	325
11925	Supercab "WS" 6 3/4'	X17*	10750	14375		(Std. Eddie Bauer)			
12025	Supercab "WS" 8'	X17*	10825	14525	50	Add Theft Recovery System		50	75
13325	Supercab XL 6 3/4'	X17*	12000	15900	325	Deduct 4.6L V8 Eng		325	325
13425	Supercab XL 8'	X17*	12100	16025	400	Deduct W/out Leather		400	400
13925	Flare Super XL 6 3/4'	X07*	12550	16550	2000 EXPLORER-V6 MC: II				
2001 F150 SUPERCREW-1/2 Ton-V8 MC: III					8150	Wagon 2D Sport	U60	7350	10250
17375	XLT 5 1/2'	W07*	15650	20350	8450	Wagon 4D XL	U61	7625	10575
18500	Lariat 5 1/2'	W07*	16650	21550	8950	Wagon 4D XLS	U62	8075	11100
19550	King Ranch 5 1/2'	W07*	17600	22675	10100	Wagon 4D XLT	U63	9100	12350
22475	Harley 5 1/2'	W07*	20250	25800	12350	Wagon 4D Eddie Bauer	U64	11125	14875

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
MIDWEST EDITION - SEPTEMBER 2003

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
12650	Wagon 4D Limited	U65	11400	15200	625	Add XLT Trim		625	700
9650	Wagon 2D Sport 4WD	U70	8700	11875	525	Add 6.8L V10 Eng		525	600
9950	Wagon 4D XL 4WD	U71	8975	12200	3375	Add 7.3L T-Diesel Eng		3375	3600
10450	Wagon 4D XLS 4WD	U72	9425	12725	200	Add Alum/Alloy Wheels		200	225
11600	XLT 4WD/AWD	U73/83	10450	14025	100	Add CD Player		100	125
13850	E Bauer 4WD/AWD	U74/84	12475	16475	150	Add Power Seat		150	175
14150	Limited 4WD/AWD	U75/85	12750	16775	275	Add Rear Air Cond		275	325
450	Add 5.0L V8 Engine		450	500	50	Add Theft Recovery System		50	75
150	Add AA Wheels (XL)		150	175	625	Deduct V6 Eng		625	625
75	Add CD (XL, Spt, XLS)		75	100	150	Deduct W/out Cruise		150	150
300	Add Leather Seats		300	350	100	Deduct W/out Pwr Locks		100	100
150	Add MACH Stereo Sys		150	175	150	Deduct W/out Pwr Wind		150	150
125	Add Power Seat (Sport)		125	150	100	Deduct W/out Tilt		100	100
450	Add Power Sunroof		450	500	2000 EXCURSION-3/4 Ton-V10 MC: IV				
50	Add Theft Recovery System		50	75	15450	Utility XLT	U40	13925	18175
425	Deduct W/out AT		425	425	16900	Utility Limited	U42	15225	19725
125	Deduct W/out Cruise		125	125	17250	Utility XLT 4WD	U41	15525	20225
75	Deduct W/out Pwr Locks		75	75	18700	Utility Limited 4WD	U43	16850	21775
125	Deduct W/out Pwr Wind		125	125	3050	Add 7.3L T-Diesel Eng		3050	3275
75	Deduct W/out Tilt		75	75	50	Add Theft Recovery System		50	75
	*Std. Eddie Bauer, Limited				525	Deduct 5.4L V8 Eng		525	525
2000 WINDSTAR-V6 MC: II					400	Deduct W/out Leather		400	400
6000	Cargo Van	A54	5400	7850	175	Deduct W/out Pwr Seat		175	175
6950	Wagon	A50	6275	8900	2000 RANGER-1/2 Ton-V6 MC: II				
8750	Wagon LX	A51	7875	10900	5125	Styleside	R10*	4625	6875
10500	Wagon SE	A52	9450	12775	5225	Styleside LB	R10*	4725	7000
12750	Wagon SEL	A53	11475	15300	5475	Flareside	R10*	4950	7275
13150	Wagon Limited	A53	11850	15725	7325	Style Supercab 2D	R14*	6600	9325
400	Add 2-Pwr Sliding Doors (Std. SEL, Ltd.)		400	450	7775	Style Supercab 4D	R14*	7000	9825
150	Add AA Wheels (LX)		150	175	7675	Flare Supercab 2D	R14*	6925	9725
75	Add CD (Std. SEL, Ltd.)		75	100	8125	Flare Supercab 4D	R14*	7325	10200
300	Add Leather (Std. SEL, Ltd.)		300	350	525	Add XLT Trim		525	600
350	Add Left Sliding Door (Wagon, LX)		350	400	2425	Add 4 Wheel Drive		2425	2650
125	Add Power Seat (Std. SE, SEL, Ltd.)		125	150	150	Add Alum/Alloy Wheels		150	175
200	Add Pwr Slid Door (LX, SE)		200	225	75	Add CD Player		75	100
275	Add Rear Air Cond (Std. SE, SEL, Ltd.)		275	325	125	Add Cruise Control		125	150
375	Add Rear Entertainment Sys		375	425	75	Add Power Door Locks		75	100
50	Add Theft Recovery System		50	75	125	Add Power Windows		125	150
125	Deduct W/out Cruise		125	125	50	Add Theft Recovery System		50	75
75	Deduct W/out Tilt		75	75	75	Add Tilt Wheel		75	100
2000 E SERIES VAN-1/2-1 Ton-V8 MC: III					575	Deduct 4 Cyl Eng		575	575
9050	E150 Cargo	E14	8150	11225	525	Deduct W/out Air Cond		525	525
10750	E150 Wagon	E11	9675	13050	425	Deduct W/out AT		425	425
9500	E250 Cargo	E24	8550	11700	2000 F150-1/2 Ton-V8 MC: III				
10200	E250 Ext. Cargo	S24	9200	12450	6875	Style "WS" 6 3/4'	F17*	6200	8825
9950	E350 Cargo	E34	8975	12575	6975	Style "WS" 8'	F17*	6300	8925
11650	E350 Wagon	E31	10500	14075	8075	Styleside XL 6 3/4'	F17*	7275	10150
10650	E350 Ext. Cargo	S34	9600	13375	8175	Styleside XL 8'	F17*	7375	10275
12350	E350 Ext. Wagon	S31	11125	14875	8625	Flareside XL 6 3/4'	F07*	7775	10750
700	Add Chateau Trim		700	800	19775	Lightning 6 3/4'	F073	17800	22900
					10175	Supercab "WS" 6 3/4'	X17*	9175	12425
					10275	Supercab "WS" 8'	X17*	9250	12525
					11375	Supercab XL 6 3/4'	X17*	10250	13800
					11475	Supercab XL 8'	X17*	10350	13900

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
MIDWEST EDITION - SEPTEMBER 2003

# EXHIBIT C

04-03948-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:

Randy A Srp,

Debtor,

Case No. 03-48283

Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Carolyn Boynton, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account no. 28189960.
2. The Debtor owes the Creditor \$12,641.02, payoff amount as of September 21, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$438.72. As of September 21, 2004, the loan payments are in arrears \$1,749.77 for payments owing since June 10, 2004. The confirmed Plan provides for Debtor to make direct payments to Creditor as per the contract terms.
3. The debt owed to the Creditor is secured by a perfected lien on a 2001 Ford Ranger Supercab 4WD truck. The current NADA published retail value of the collateral is \$14,150.00.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".
5. Loan documents require insurance be maintained to protect the Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated:

*September 21, 2004*  
*Carolyn Boynton*

Carolyn Boynton  
Ford Motor Credit Company  
National Bankruptcy Svc Center  
P.O. Box 537901  
Livonia, MI 48153-7901

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Randy A Srp,

Debtor,

Case No. 03-48283  
Chapter 13 Case

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**MEMORANDUM OF FACT AND LAW**

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Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

**FACTS**

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in Debtor's possession or control.

The total net balance due on the Contract is \$12,641.02 as of September 21, 2004.

Debtor's Chapter 13 Plan has been filed with the Court. The terms of the Chapter 13 Plan requires direct payments to Movant in accordance with the contract terms. Such payments are presently delinquent.

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments. There has been a further material default; Debtor has failed to provide Movant with evidence of collateral insurance.

**ARGUMENT**

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since June 10, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to maintain physical damage insurance on the collateral.



Movant has not been provided with adequate protection of Movant's interest in the collateral. Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay. See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: September 23, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Randy A Srp,

Debtor,

Case No. 03-48283  
Chapter 13 Case

**UNSWORN CERTIFICATE OF SERVICE**

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 24, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Randy A Srp  
22417 E Bethel Blvd  
Cedar, MN 55011

PRESCOTT & PEARSON, PA  
Attn: Richard J Pearson  
PO Box 120088  
New Brighton, MN 55112

Jasmine Z. Keller  
Chapter 13 Trustee  
12 S. 6th St #310  
Minneapolis, MN 55402

U.S. Trustee  
1015 U.S. Courthouse  
300 South 4th Street  
Minneapolis, MN 55415

Executed on: September 24, 2004

Signed: /e/Linda Jeanne Jungers  
Linda Jeanne Jungers  
STEWART, ZLIMEN & JUNGERS  
430 Oak Grove Street, #200  
Minneapolis, MN 55403

04-03948-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Randy A Srp,

Debtor,

Case No. 03-48283  
Chapter 13 Case

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**ORDER FOR RELIEF FROM THE STAY**

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Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on October 14, 2004 at 2:00 PM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the  
2001 Ford Ranger Supercab 4WD truck, VIN 1FTZR15U71PA09124  
in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: \_\_\_\_\_

\_\_\_\_\_  
United States Bankruptcy Judge